



# **BYD ETH8**

## **LIMITED WARRANTY MANUAL**

Europe EN\_V0, DATE ISSUED: 07.2023

**BUILD YOUR DREAMS**

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## PREFACE

Dear owner,

Thank you for choosing a BYD electric truck.

Reading through this manual is essential to understanding the BYD vehicle warranty policy and enjoying its legitimate warranty rights.

BYD provides an extensive electric vehicle warranty period. In order to make the best of this policy, please heed the following recommendations: keep the vehicle software program at its latest version to ensure its good performance; drive your vehicle according to the requirements indicated in the User's Manual; and go to the BYD authorised service workshop (hereinafter referred to as "service workshop" ) for maintenance according to the schedule specified in the User's Manual.

Within the warranty period, the local service workshop shall identify quality problems resulting from product function failure, defects or manufacturing process, and provide warranty service free of charge.

BYD will service the vehicle wholeheartedly under the terms and conditions of this warranty manual.

We wish you a pleasant and fulfilling driving experience.

This version of the warranty is applicable to the BYD electric truck and exclusively governs the relationship between owner and company on the BYD electric truck warranty execution. This electric truck limited warranty manual shall become effective on the issuance date and be applicable to the projects after the release of this version. Please note that the previous electric truck manuals are still applicable to the corresponding vehicles.

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# WARRANTY TERMS AND CONDITIONS

## The Warrantor and Its Commitment

The warrantor of the new pure electric truck- ETH8 is BYD Europe B.V.<sup>1</sup> (hereinafter referred to as “BYD” ), and this warranty is fully supported by the company’s headquarters.

In the event of any fault covered by this limited warranty occurs, the decision of repairing, or replacing a part with a new, reconditioned, or re-manufactured component will be made by BYD or BYD distributor, at their sole discretion.

## Owner Rights under Applicable Law

This is a manufacturer warranty that supplements and does not affect the owner’s legal rights under the vehicle purchase agreement with BYD or BYD distributor, or under applicable national legislation governing the sale of consumer goods.

## Limitations and Disclaimers

This is the only express warranty made in connection with the owner’s ETH8, any implied warranty of merchantability or fitness for a particular purpose is disclaimed to the fullest extent allowable by law, or limited to its written duration. Some countries or regions do not allow the exclusion or limitation on incidental or consequential damage, implied warranties or conditions, or the duration of an implied warranty, so the above limitations or exclusions may not apply. This warranty provides specific legal rights, and other rights may also apply according to the other legal requirements of the country or region. In addition, no warranty is given in respect to the user experience or minor defects which do not affect the operation or functionality of the vehicles or their parts.

None other than BYD is authorised to create any other warranty, obligation or liability with regard to this ETH8.

## Warranty Coverage and Duration

This ETH8 limited warranty begins on the first day a vehicle is delivered by BYD or BYD distributor to the first owner, or the day it is first put into use, whichever comes first, and provides coverage for the period based on the specified warranty as described in the warranty coverage section of this vehicle limited warranty.

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<sup>1</sup> A company registered in The Netherlands whose main office is at 's-Gravelandseweg 256, 3125 BK Schiedam.

## SPECIFICATIONS:

PRODUCT CATEGORY	DURATION	MILEAGE	COVERAGE
Power Battery	60 months	300,000KM	100% Parts and Labour; SOH <sup>2</sup> ≥80%
Drive Unit	60 months	250,000 KM	100% Parts and Labour
Lead-acid Starter Battery	12 months	15,000 KM	100% Parts and Labour
Basic Coverage	24 months	100,000 KM	100% Parts and Labour
Spare Parts	12 months	/	100% Parts and Labour
Consumables and Quick-wear Parts	/	/	No warranty

- ❖ Warranty terms are subject to the contents of this table, unless otherwise specified in the business contract.
- ❖ Parts repaired or replaced under this warranty, including vehicle replacement, are covered only until the applicable limited warranty period ends, or as otherwise provided by applicable law.
- ❖ This warranty ends upon the expiry of specified time period or achievement of specified mileage, whichever comes first.

## Power Battery Coverage

The power battery pack coverage period is 60 months or 300,000km, whichever comes first. If the battery requires warranty repair, BYD or BYD distributor will repair the unit, or replace it with a new, reconditioned or re-manufactured part at the sole discretion of BYD or BYD distributor. Power battery replacement does not guarantee that the vehicle will be returned as good as new, but BYD ensures that the capacity of the replacement battery will be at least equal to that of the original battery before the failure occurs.

This warranty covers any repairs needed to correct the component malfunctions under normal use, subject to the exceptions indicated as follows:

- Leaving the vehicle with power battery on zero state of charge (fully empty battery).
- Physical damage to the power battery or intentional attempt to reduce its life.
- Exposure of power battery to direct flame.
- Immersing any part of the power battery in water or other fluids.
- Opening the power battery enclosure without permission or having it serviced by someone other than a BYD certified technician.

<sup>2</sup> SOH: State of Health

- Exposing power battery to a corrosive environment (e.g., strong acidic or strong alkaline environment).
- Power battery damage due to incompatible charging equipment and battery management system or failure to follow correct charging procedures.
- Indirect damage caused by maintenance failure of the existing power battery fault at the service workshop.
- Power battery damage due to continuous exposure of the vehicle to an ambient temperature above 55°C or below -40°C for 24 hours.

The power battery, like all lithium-ion batteries, will experience gradual capacity loss over time and use. Battery capacity loss naturally resulting from gradual capacity loss is NOT covered under this warranty. Please check the BYD User's /Maintenance Manual for important information on how to maximize battery life and capacity.

## Drive Unit Coverage

The drive unit has a warranty coverage period of 60 months or 250,000km, whichever comes first. This warranty covers any repairs needed to correct the malfunctions concerning components listed below and supplied by BYD:

- Drive Motor
- Integrated controller V (5 in 1) <sup>3</sup>

## Lead-acid Starter Battery Coverage

The starter battery coverage period is 12 months or 15,000km, whichever comes first.

## Basic Coverage

The basic coverage period is 24 months or 100,000km, whichever comes first, for all other parts except components and/or parts mentioned otherwise in this warranty manual.

Subject to separate coverage for certain parts and exceptions herein, BYD will repair or replace any faulty part under normal use.

## Spare Parts Coverage

For genuine spare parts (excluding Consumables and Quick-wear parts) purchased by owners at their own expense and installed in appropriate manners, the warranty period is 12 months from the date of their purchase or installation, whichever comes first. If the warranty period of the spare part is shorter than the remaining basic coverage period of the parts on the complete vehicle, the principle of

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<sup>3</sup> Integrated controller V (5 in 1): contains DC-DC, High Voltage Distribution Module, Drive Motor Controller, Air Compressor Controller and Steering Motor Controller.

"owner's benefit" shall be applied; and the warranty period of the part shall be extended until the remaining warranty period of basic coverage expires.

The warranty for spare parts shall meet the following conditions:

- The spare parts purchased and installed are genuine BYD spare parts.
- The owner provides proof of paid maintenance in the service store (e.g. maintenance document).
- Before applying for spare parts warranty, it is necessary to ensure the integrity of the faulty parts.

## Consumables and Quick-wear Parts Coverage

Wear and tear caused by daily use of Consumables and Quick-wear Parts<sup>4</sup> is not covered by this warranty unless the products have any material defects or design problems.

## General Warranty Limitations and Exclusions

This vehicle limited warranty policy does not cover regular maintenance items (as set out in the BYD Maintenance Manual), nor defects, damage, malfunctions, or poor user experience resulting directly or indirectly from any of the following, including but not limited to:

- The customer having been informed in writing that the purchased vehicle is defective.
- Failure to comply with any BYD or BYD distributor vehicle upgrade or recall advisories.
- Vehicle that has had its VIN<sup>5</sup> defaced or altered; or the odometer or other related system disconnected, altered or rendered inoperative so that it is difficult to determine the VIN or actual mileage.
- Loss resulting from human factors including but not limited to theft, vandalism, misuse<sup>6</sup>, negligence or riot.
- Loss to force majeure including but not limited to storms, floods, hurricanes, hail, earthquake and lightning.
- Failure to stop operating the vehicle after a defect becomes apparent.
- Improper repair, or repair and maintenance non-conforming with the required maintenance service as indicated in the BYD manual.
- Vehicle or concerning systems fault or defect caused by the use of dubious or unauthorized parts.
- Normal wear and tear, including but not limited to dents, scratches, noises, vibration, cosmetic flaws and other deterioration caused by routine wear and tear.
- Accidents, collision or objects striking the vehicle.
- Fire or explosion caused by external factors.
- General appearance or normal noise and vibration, including but not limited to: brake squeal,

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<sup>4</sup> Consumables and Quick-wear parts: brake pads, wiper blades, bulbs, fuses, marks, ordinary relays, all kinds of filters, button battery, tires, rubber bushings, gaskets, lock washers, coolant, refrigerant, motor lubricants, glass cleaning agent and all other kinds of oils or liquids, etc.

<sup>5</sup> VIN: Vehicle Identification Number

<sup>6</sup> Misuse: including but not limited to overloading, speeding, driving over curbs or unpaved roads, etc.

general knocks, creaks, rattles, and wind and road vibration.

- Broken, chipped, scratched, or cracked windshield or other glass, other than as a result of a defect in material or workmanship of a BYD manufactured or supplied windshield or glass.
- Driving in abnormal environments or with contaminants that have not been cleaned up in time, including but not limited to airborne chemicals, tree sap, rail dust, animal dung, inorganic salts.
- Contamination by petroleum or other chemicals, water or any other liquid which may be considered improper for use in the vehicle, according to BYD's manuals or any other related standards, such as the use of improper or contaminated fuel, fluids or lubricants.
- Body perforation caused by industrial dust, accident, abuse, damage, refitting or corrosive cargo, or improper vehicle maintenance or operation.
- Perforation (holes through body panels or the chassis from the outside in) resulting from surface or cosmetic corrosion, such as stone chips, scratches, ice or gravel.
- Product failure caused by materials or workmanship manufactured or supplied by parties other than BYD.
- Vehicles that have been deemed "total loss" by an insurance company.
- Rattles, squeaks and tightening of general hardware, e.g. nuts, bolts, studs and clamps, after 30 days from the commencement of this warranty.
- Failing to follow correct charging procedures, resulting in part damage.
- Loss/ damage caused by "the owner's failure to report the fault (or damage) timely or failure to provide access to vehicle repair, or the owner's objection to timely inspection, diagnosis and necessary technical repair on the parts" .
- Damage caused by improper handling of suspected or decided product quality problems by the owner.
- Any alteration or modification to the ETH8 or the fitting of any attachment to the vehicle:
  - (i) without BYD's prior written approval; or
  - (ii) that would cause conflict between the vehicle operation and current road laws and/or Europe Design Regulations.

## Other Exclusions

Remedy prescribed in this warranty is solely and exclusively provided by BYD within the warranty period, and explicitly replaces and excludes all other express or implied warranties (including but not limited to warranty of merchantability, or warranties applicable to special purposes, uses or applications, etc.). BYD will not take any responsibility for incidental, indirect or specific losses caused by any other reason, including profit and reputation loss. In the absence of additional legal regulations, the responsibility taken by BYD for each event or series of related events according to this warranty manual will not exceed the total amount paid by the owner for the disputed product and/or service.



## NOTICE TO OWNER

- The ETH8 operator is responsible for ensuring that the vehicle is operated and maintained according to the instructions in the BYD Manuals, and maintaining detailed and accurate records of the vehicle's maintenance, including VIN, mileage, dates of service or maintenance and description of service or maintenance items.
- Any damage and/or failure resulting directly or indirectly from any use and maintenance not stipulated in the provisions on the BYD's manuals will not be covered by this warranty.
- Indirect damage or subsequent costs caused by product defects shall be handled in accordance with the substantive defect liability.
- All lead wire seals or sealant must be intact and not tampered with in any improper way.
- If the vehicle needs to be shut down for a long time, power battery should be kept at 30% ~ 40% SOC. Otherwise, the service life of the battery will be adversely affected.
- Genuine BYD parts and accessories have been specifically designed so that BYD vehicles comply with safety and reliability standards. We therefore recommend that the owner uses only genuine BYD parts and accessories in their vehicle. Be advised that other manufacturers' parts or accessories have neither been tested nor approved by BYD and that, in spite of constant market observation, BYD cannot evaluate their suitability and safety neither in themselves nor when fitted into its vehicles. Any consequential damage caused by the fitting of such parts or accessories is not covered by this warranty.
- The driver of the vehicle must take immediate action to prevent consequential damage in the event that the vehicle's warning/ monitoring systems are activated.
- To make a claim under this warranty, the vehicle owner must, at their own cost and risk, return the vehicle (or if BYD agrees, the defective part only) to a BYD facility or to one of its authorised service providers; or shoulder the travel costs of having a BYD technician or authorised service provider go to the vehicle for repair or replacement service. The vehicle owner must make the vehicle or the defective part (as the case may be) available within normal working hours, or after hours at their own cost. The vehicle owner must allow sufficient time for the repair or replacement to be completed, as estimated and communicated to the owner by the service workshop. Upon the service workshop's notification of the completion of vehicle repairs and/or replacement, the vehicle owner is responsible for timely picking up the vehicle at their own expense.
- BYD hereby disclaims any and all indirect, incidental, special and consequential damage arising from or relating to the owner's vehicle, including but not limited to, transportation to and from a BYD or BYD distributor service workshop, loss of vehicle value, loss of time, loss of income, loss of use, loss of personal or commercial property, inconvenience or aggravation, emotional distress or harm, commercial loss (including but not limited to lost profits or earnings), towing charges, bus fares, vehicle rental, service call charges, fuel expenses, lodging expenses, damage to tow vehicle, and incidental charges such as telephone calls, facsimile transmissions, and mailing expenses,

unless mandatory applicable national legislation provides otherwise.

- Some jurisdictions and/or local governments may require that tax be collected on warranty repairs. Where applicable law allows, vehicle owner is responsible for the payment of such taxes.
- After purchasing a BYD vehicle, some customers adapt their vehicle for specific use. In such cases, this BYD ETH8 Limited Warranty is only applicable to vehicle parts that have not been modified or affected by a third party conversion. BYD will not be liable for any losses, claims, liabilities, costs, expenses and damage of any nature, arising from any conversion/ modification of any of its vehicles. A third party converting/modifying a BYD vehicle may provide a warranty for their own. Customers are advised to consult the respective party for details of any warranty they may offer.
- This warranty is governed by and construed under the laws of the country in which the initial vehicle purchase took place.
- Even though BYD does not require you to carry out all service or repairs at a BYD authorised service workshop, this BYD ETH8 Limited Warranty Manual may be invalid or coverage may be excluded due to improper maintenance, service or repairs. BYD authorised service workshops have special training, expertise, tools and supplies in regard to your vehicle. Even though this BYD ETH8 Limited Warranty Manual may, subject to its terms and conditions, provide coverage when maintenance, service or repairs are performed at independent service centers, BYD strongly recommends that you carry out all maintenance, service and repairs at a BYD authorised service workshop.
- To obtain the warranty service, customer shall return the vehicle to the corresponding warranty region in which the vehicle was originally purchased from BYD.
- All claims made under the BYD ETH8 limited warranty will be governed by the terms set out in this warranty document.
- This manual shall be construed, interpreted, and enforced pursuant to the laws of the country in which the initial vehicle purchase took place, excluding its conflicts of laws principles. Any dispute arising out of or in connection with this manual, including any question regarding its existence, validity or termination, shall be settled finally and binding and under exclusion of the ordinary jurisdiction by arbitration under the rules of arbitration of the International Chamber of Commerce by one arbitrator. The language to be used in the arbitration proceeding shall be English, and the arbitration place shall be Rotterdam.
- If any term is held to be illegal or unenforceable, it shall be severed from this warranty and the legality or enforceability of the remaining terms shall not be affected.

# APPENDIX

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## COMBINATION INSTRUMENT REPLACEMENT RECORD

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Date

Total Mileage

Service Workshop

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(Official Seal or Signature)

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(Official Seal or Signature)

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(Official Seal or Signature)

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